

# **Personal Effects Protect**

## **Policy Document**

Thankyoufor choosing Personal Effects Protect insurance. The information in this policy wording contains important information and **we** have made it as easy as possible to understand. Please take time to read through it and contact **us** if **you** need any further information.

### **Insurer**

Personal Effects Protect Insurance is arranged by: Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, with Alpha Insurance A/S.

Alpha Insurance A/S Harbour House I, Sundkrogsgade 21, DK-2100 Copenhagen Denmark is authorised and regulated by Finanstilsynet (the Danish FSA), under authorisation number 53068 and **You** can check this by visiting the Finanstilsynet website at [www.finanstilsynet.dk](http://www.finanstilsynet.dk). As an insurance company authorised within the European Union, Alpha Insurance A/S is permitted to conduct business in the United Kingdom under FCA reference 431621. **You** can check this by visiting the Financial Services Register on the FCA website at [www.fca.org.uk](http://www.fca.org.uk)

This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, DonValley, Sheffield S4 7UQ.

### **What makes up this policy?**

This policy and the **certificate of insurance** or **confirmation of coverage** document must be read together as they form **your** insurance contract.

### **Cancellation**

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to Business & Domestic Insurance Services within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **yourpremium** in full.

Thereafter, **you** may cancel the insurance cover at any time by informing Business & Domestic Insurance Services however no refund of **premium** will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Fraud
- b) Non-payment of **premium**
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions

### **Who is eligible to purchase this policy?**

1. Permanently resident in the United Kingdom (England, Wales, Scotland, Northern Ireland, and the Isle of Man).
2. Aged at least 18 years of age on the date of purchase.

## Definitions

The following words are used throughout the policy and have the meanings shown below wherever they appear in bold.

**Accidental Damage** means any sudden and unforeseen damage following a specific event which was not deliberately caused.

**Claims Administrator - your** policy is administrated by Trent-Services (Administration) Limited who are authorised and regulated by the Financial Conduct Authority 315285. Registered Office:Trent House, Love Lane, Cirencester, Gloucestershire GL7 1XD. Company No. 05297950.

**Excess** means the£50 that **you**are liable to pay before any claim payment is made under this policy.

**Limit of liability** means the maximum amount that can be claimed under this policy as stated in the summary of cover up to an aggregated value of £1,000. Please refer to **yourpolicy schedule** for **your** cover limits in any 12 month period.

**Malicious Damage** means an act that intentionally or deliberately causes damage to **your personal effects** excluding any damage caused by any family member or friend.

**Period of insurance** means the 12 month period stipulated in **yourpolicy schedule** for which cover has been accepted provided the **premium** has been paid to **us**.

**Personal effects**any equipment designed to be specifically required to participate in hobbies, sport or camping, electronic equipment, mobile phones and sunglasses, but excluding cash, vouchers, tickets, postal orders, documents, stamps, documents, vehicles, securities and any other items with a face value or business goods as samples.

**Policy schedule** means confirmation of cover confirming details of the **insured, period of insurance,** type of policy and the **limit of liability**.

**Premium** means the amount payable by either a single or monthly payment that **you** have agreed to pay **us** in respect of insurance cover under this policy.

**Proof of purchase** means the receipt (e.g. till slip, invoice, delivery note) provided at point of sale that details the **personal effect** purchased, or similar documentation that provides proof of ownership of the item being claimed for.

**Replacement** means the **replacement** of **personal effects** with items of a similar specification taking into consideration the age and condition. In the event that we are unable to source a **replacement**, we may authorise a cash settlement at **our** discretion.

**Single article limit** means the maximum amount that can be claimed under this policy for any single **personal effect**, as shown on **yourpolicy schedule**.

**Territorial limits** means within the United Kingdom or Northern Ireland.

**Vehicle** means a private car, van, motorhome or caravan owned and insured by **you** which is not used for commercial purposes.

**We/our/us/insurer** means Alpha Insurance A/S, Harbour House, Sundkrogsgade 21, DK-2100 Copenhagen, Denmark.

**You/your/insured** means the person named in the **policy schedule**.

### What is Covered

This is to certify that **we**, in consideration of the **premium** specified on **your policy schedule**, agree to indemnify **you** on this insurance in respect of:

Damage to **your personal effects** by the following causes:

1. Fire, lightning, explosion or earthquake;
2. Malicious damage;
3. Storm or flood;
4. Theft – If your **Personal Effects** are stolen within the **Territorial Limits** from a **vehicle** by forcible means, we will replace or reimburse you for the item subject to the policy limits. Where only part or parts of your Personal Effects are stolen, we will only be liable for that part or parts.

### Limits of cover

Maximum Sum Insured (Total)	Single article limit	Excess
£1,000	£1,000	£50

The maximum single item limit for electronic equipment is £300.00 and £100.00 for glasses or sunglasses.

### What is not covered (Exclusions)

1. Malicious damage caused by **you** or a member of **your** family or guests.
2. Damage by birds, animals or insects including domestic pets.
3. Any damage of a cosmetic nature, which does not make the **personal effects** unusable.
4. Any claim within the first 30 days of purchasing the policy.
5. The first £50 of each and every claim.
6. Theft of **personal effects** unless secured out of sight in a locked boot, glove compartment or other locked internal compartment in **your** locked **vehicle**, including the locked rear compartment of a van, and all the **vehicle's** windows and doors have been closed and locked and all security systems have been activated. There must also be evidence of forcible or violent entry into the **vehicle**.
7. Theft of **personal effects** from a public transport vehicle.
8. Theft of **personal effects** from a convertible or soft topped **vehicle** unless the theft was via forcible means from the locked boot of that convertible or soft topped **vehicle**.
9. The aggregate value of any **personal effects** included in **your** claim over £100 where **you** cannot provide **proof of purchase** for those personal effects.
10. Accidental loss and mechanical breakdown.
11. Theft from **your vehicle** not reported to the police within 24 hours of the incident giving rise to **your** claim.
12. Any claim for damage caused by fire where a claim for the damage caused by the fire to **your vehicle** has not been made against **your** motor insurance policy insuring **your vehicle**.

13. The intentional act or wilful neglect of the **insured**.
14. Where any costs associated with the replacement or reimbursement for the **personal effects** are recoverable under the terms of any other contract, guarantee, warranty, insurance or any other third party.
15. War, invasion, terrorism, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power confiscation, or nationalisation, civil commotion.
16. Any other costs that arise directly or indirectly from the event which led to **your** claim unless specifically stated in this policy.
17. Any legal liability of any nature directly or indirectly caused by or contributed to, by or arising from ionising radiations or contamination by radioactivity from the combustion of nuclear fuel.
18. Liability which attaches by virtue of an agreement but which would not have attached if the agreement did not exist.
19. Legal liability of any nature.

#### **War and terrorism exclusion**

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other consequence to the loss: -

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
2. Or any act of terrorism.

For the purpose of this statement; any act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This statement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above. If the underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the assured.

In the event any portion of this statement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

## General conditions

1. If **you** or anyone acting for **you** makes a claim under this policy knowing the claim to be false, **we** will not pay the claim and all cover under the policy will cease.
2. **You** must take all precautions necessary to prevent theft, loss or damage to your **personal effects**.
3. If **you** have elected to pay by monthly **premium**, this will be due on the start date of the insurance as stated on the **policy schedule** and on the same date of each following month. If the initial **premium** is not paid the policy will be considered void. If one or more **premiums** have been paid, non-payment of any subsequent **premium** on the date it falls due will give **us** the right to cancel the policy with effect from that date.
4. **You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - supply accurate and complete answers to all the questions **we** or the **claims administrator** may ask as part of **your** application for cover under the policy;
  - to make sure that all information supplied as part of **your** application for cover is true and correct;
  - tell **us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers inline with the requirement of the Act may mean that **your** policy is invalid and that it does not operate in the event of a claim.

## Jurisdiction and law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England and Wales or of the country within the United Kingdom in which **your** main residence is situated.

## Claims conditions

Please read the following carefully as **you** need to comply with the conditions of this insurance in order to make a claim.

1. **You** must notify the police as soon as **you** are aware and within 24 hours if any personal effects are stolen.
2. **You** must report any claim to the **claims administrator** as soon as possible but within 30 days of the claim event and provide all information and assistance which **we** may require. This will include but not limited to evidence of forced entry, policy reports, photographs of any damaged items and proof of purchase.
3. **You** must take all steps to recover any stolen property and advise the **claims administrator**, without unnecessary delay, if the property is returned to **you**.
4. **We** will decide whether to repair or replace any item that is stolen or damaged, if it cannot be repaired or replaced, **we** will issue a like for like replacement taking into consideration the age of the item or pay an amount equivalent to the value of the item at the date of loss at our discretion.
5. **We** will not pay for the cost of replacing any undamaged item which form part of a set or pair.
6. **We** may appoint a Third Party Representative or Loss Adjuster to visit you to verify the circumstances of **your** claim.

### **Claims procedure**

**You** must report any claim to the **claims administrator** as soon as reasonably possible but within 30 days of the claim event and provide all information and assistance they require. The claims telephone number is: 01285 626023.

### **Complaints procedure**

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints process below:

If **your** complaint is in relation to **your** claim please contact Adrian Flux Insurance Services:

Adrian Flux Insurance Services  
East Winch Hall  
East Winch  
Kings Lynn  
Norfolk  
PE32 1HN

Tel: 0344 381 6502  
Email: [contact-us@adrianflux.co.uk](mailto:contact-us@adrianflux.co.uk)

If **your** complaint is in relation to **your** claim please contact the **claims administrator**:

Trent-Services (Administration) Limited  
Trent House  
Love Lane  
Cirencester  
Gloucestershire  
GL71XD

Tel: 01285 626023  
Email: [admin@trent-services.co.uk](mailto:admin@trent-services.co.uk)

If **you** remain dissatisfied with the handling of and response to **your** complaint **you** may be referred to the Danish Insurance Complaints Board (the Board) or the U.K. Financial Ombudsman Service (FOS), depending on the nature of the complaint and whether it should properly be directed against Alpha Insurance A/S or another party.

Contact details are as follows:

The Danish Insurance Complaints Board  
Ankenævnet for Forsikring  
Anker Heegaards Gade 2,  
Postboks 360  
DK-1572 Copenhagen  
Denmark  
Tel: 0045 3315 8900

In order for the Board to deal with **your** complaint, **you** will need to agree to their applying the rules of Danish law and practice in the adjudication process. Referring a complaint to the FOS or the Board is an alternative form of dispute resolution. It does not affect **your** right to take legal action.

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Telephone: 0800 023 4 567

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Website: <http://financial-ombudsman.org.uk/contact/>

**You** have the right to refer **Your** complaint to the FOS, free of charge, but **You** must do so within six months of the date of **Our** final response letter.

If **You** do not refer **Your** complaint in time, the Ombudsman will not have **Our** permission to consider **Your** complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

Referring a complaint to the Board or the FOS is an alternative form of dispute resolution. It does not affect **Your** right to take legal action

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The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

#### **Financial Services Compensation Scheme (FSCS)**

Alpha Insurance A/S is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

#### **Data Protection Act 1998**

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.